

January 14, 2008

Richard and Catherine Bisnett
723 Maple Avenue
Rockville, MD 20850

Subject: Joseph Street Driveway Encroachments

Dear Mr. and Mrs. Bisnett:

This correspondence is a follow up to my July 24, 2007 correspondence in reference to the driveway encroachment into the unimproved Joseph Street right-of-way. I know you have previously expressed resistance to a license agreement for the encroaching driveway. I hope you will reconsider your position and sign this letter. Without a license agreement in place you will no longer be able to utilize this unimproved right-of-way.

I have received all of the necessary documentation from Mr. Hancock of 804 Grandin Avenue and have recently received verbal agreement from Mr. Mouco of 803 Maple Avenue. Upon receipt of the necessary documentation from Mr. Mouco the information will be presented to the Mayor and Council within approximately eight weeks. At this meeting, the Mayor and Council will vote on whether to approve license agreements that will allow driveway encroachments for 803 Maple Avenue and 804 Grandin Avenue. I will inform you of the exact meeting date once it is determined.

The City of Rockville requests your acceptance of this revised proposal to formalize the private driveway encroachments into the unimproved Joseph Street right-of-way. The proposal consists of a revocable license agreement that permits the use of the right-of-way for a private driveway. Please note that any future reference to the term driveway refers to the private driveway located with the unimproved right-of-way subject to the license agreement.

The revocable license agreement shall incorporate the following provisions:

1. The Mayor and Council and property owner will enter into a revocable license agreement that permits the driveway.
2. The driveway shall be the width of one vehicle, approximately ten feet wide.
3. The driveway may be the length necessary to access your property to a point where there is current access to a garage or shall be a minimum two car lengths long, approximately forty feet in length. The exact boundaries will be established in the field by you and approved by the City.
4. The driveway shall be paved in accordance with the City's Zoning standards for driveways as detailed in Section 25-415. The approved sections are 6" concrete, 6" asphalt, or 2" asphalt on top of 6" compacted gravel. Alternately, the driveway may be paved with 6" deep of compacted gravel or compacted crushed gravel since the driveways existed prior to the adoption of the City's Zoning Ordinance establishing driveway standards.
5. The driveway shall be privately maintained. If the driveway is not maintained according to the accepted standard (gravel or pavement), the City shall notify the property owner to repair the deficiencies. If the owner fails to address the deficiencies, the City may correct the deficiencies and charge the costs to the owner's property taxes. The City also may correct any situation associated with the driveway if it is determined to be a public safety hazard which requires immediate attention.
6. The property owner shall indemnify and hold harmless the City against any and all liability arising out of use of the driveway.

MAYOR
Susan R. Hoffmann

COUNCIL
John B. Britton
Piotr Gajewski
Phyllis Marcuccio
Anne M. Robbins

CITY MANAGER
Scott Ullery

CITY CLERK
Claire F. Funkhouser

CITY ATTORNEY
Paul T. Glasgow

7. The property owner shall provide a certificate of insurance verifying the coverage associated with the driveway. The agreement will be considered void if insurance coverage is not present.
8. The license is transferable to future property owners.
9. The City may revoke the license at such time the unimproved Joseph Street right-of-way is needed for public improvements in accordance with allowable right-of-way improvements. The City will endeavor to and make all reasonable efforts to provide access to the existing garage on your property as part of the proposed improvements and during construction of the proposed improvements. The City will provide a minimum of one-year's notice of license termination.

The City requests your concurrence with this proposal by signature at the bottom of the correspondence by January 31, 2008. We also request that you provide the City with written confirmation from your insurance provider stipulating liability coverage of the encroaching driveway by the same date.

Upon receipt of this signed letter and your insurance documentation, staff will present the information to the Mayor and Council. If the necessary documentation is received by the end of this month, the information will be presented to the Mayor and Council along with other two encroaching driveways. Staff will recommend the Mayor and Council authorize the City Manager to execute the revocable license agreements based on the terms of this letter. Upon approval from the Mayor and Council, staff will prepare the license agreement for your signature and execution. The City will have the area surveyed for delineation and incorporation into the license agreement at such time as there is agreement on the encroaching driveway location. Staff will file the legal documents in the Montgomery County Land Records.

If you have any questions about the issue, please contact me at 240-314-8514 or jscabis@rockvillemd.gov.

Sincerely,



John Scabis, P.E.
Civil Engineer II – Environment

  2-25-07
Concur – Name Date

cc: Paul Glasgow, City Attorney
R. James Wasilak, Chief of Planning
Jeremy Hurlbutt, Planner I
Steve Mader, Superintendent of Parks and Facilities
Craig L. Simoneau, P.E. Director of Public Works
Susan T. Straus, P.E. Chief Engineer – Environment
Day File



July 24, 2007

City of Rockville
111 Maryland Avenue
Rockville, Maryland
20850-2364
www.rockvillemd.gov

Public Works
240-314-8500
TTY 240-314-8137
FAX 240-314-8539

Public Works Operations
240-314-8570
FAX 240-314-8589

Motor Vehicle Maintenance
240-314-8485
FAX 240-314-8499

Water Treatment Plant
240-314-8555
FAX 240-314-8564

MAYOR
Larry Giammo

COUNCIL
Robert E. Dorsey
Susan R. Hoffmann
Phyllis Marcuccio
Anne M. Robbins

CITY MANAGER
Scott Ullery

CITY CLERK
Claire F. Funkhouser

CITY ATTORNEY
Paul T. Glasgow

Mr. & Mrs. Jorge Mouco
803 Maple Avenue
Rockville, Maryland 20850

Subject: Joseph Street Driveway Encroachments

Dear Mr. & Mrs. Mouco:

Thank you for attending the Mayor and Council meeting on June 18, 2007 to hear the discussion concerning the Joseph Street right-of-way. As a follow up to the meeting the City of Rockville requests your acceptance of this proposal to formalize the private driveway encroachments into the unimproved Joseph Street right-of-way. The proposal consists of a revocable license agreement that permits the use of the right-of-way for a private driveway. Please note that any future reference to the term driveway refers to the private driveway located with the unimproved right-of-way subject to the license agreement.

The revocable license agreement shall incorporate the following provisions:

1. The Mayor and Council and property owner will enter into a revocable license agreement that permits the driveway.
2. The driveway shall be the width of one vehicle, approximately ten feet wide.
3. The driveway may be the length necessary to access your property to a point where there is current access to a garage or shall be a minimum two car lengths long, approximately 40' in length. The exact boundaries will be established in the field by you and approved by the City.
4. The driveway shall be paved in accordance with the City's Zoning standards for driveways as detailed in Section 25-415. The approved sections are 6" concrete, 6" asphalt, or 2" asphalt on top of 6" compacted gravel. Alternately, the driveway may be paved with 6" deep of compacted gravel or compacted crushed gravel since the driveways existed prior to the adoption of the City's Zoning Ordinance establishing driveway standards.
5. The driveway shall be privately maintained. If the driveway is not maintained according to the accepted standard (gravel or pavement) the City shall notify the property owner to repair the deficiencies. If the owner fails to address the deficiencies, the City may correct the deficiencies and charge the costs to the owner's property taxes. The City also may correct any situation associated with the driveway if it is determined to be a public safety hazard which requires immediate attention.
6. The property owner shall indemnify and hold harmless the City against any and all liability arising out of use of the driveway.
7. The property owner shall provide a certificate of insurance verifying the coverage associated with the driveway. The agreement will be considered void if insurance coverage is not present.
8. The license is transferable to future property owners.

Mr. & Mrs. Mouco

July 24, 2007

Page 2

9. The City may revoke the license at such time the property is needed for public improvements consistent with right-of-way uses. The property owners will be given one-year notice of license termination.

The City requests your concurrence with this proposal by signature at the bottom of the correspondence by August 10, 2007. If there is concurrence with all three of the property owners who encroach the right-of-way then the letters will be presented to the Mayor and Council on September 10, 2007. At that meeting, Staff will recommend the Mayor and Council authorize the City Manager to execute the revocable license agreements based on the terms of this letter. Once approval is received from the Mayor and Council, staff will prepare the license agreement for your signature and execution. Once there is agreement on the driveway location, the City will have the area surveyed for delineation and incorporation into the license agreement. Staff will file the documents in the Montgomery County Land Records.

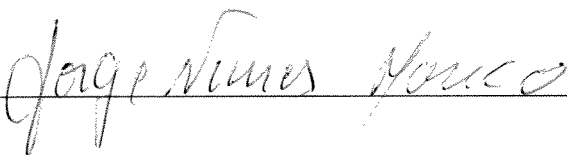
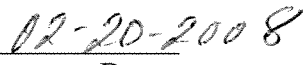
An executed license agreement for a commercial property utilizing a City right-of-way for a driveway is attached for your reference. While all of the provisions listed may not apply and additional provisions may be added, this should provide a good sense of context for the license agreement.

If you have any questions about the issue, please contact me at 240-314-8514 or jscabis@rockvillemd.gov.

Sincerely,



for John Scabis, P.E.
Civil Engineer II – Environment

		
Concur – Name		Date

cc: Paul Glasgow, City Attorney
R. James Wasilak, Chief of Planning
Jeremy Hurlbutt, Planner I
Steve Mader, Superintendent of Parks and Facilities
Craig L. Simoneau, P.E., Director of Public Works
Susan T. Straus, P.E., Chief Engineer – Environment
Day File

Enclosure



September 21, 2007

City of Rockville
111 Maryland Avenue
Rockville, Maryland
20850-2364
www.rockvillemd.gov

Public Works

240-314-8500

TTY 240-314-8137

FAX 240-314-8539

Public Works Operations

240-314-8570

FAX 240-314-8589

Motor Vehicle Maintenance

240-314-8485

FAX 240-314-8499

Water Treatment Plant

240-314-8555

FAX 240-314-8564

MAYOR

Larry Giammo

COUNCIL

Robert E. Dorsey

Susan R. Hoffmann

Phyllis Marcuccio

Anne M. Robbins

CITY MANAGER

Scott Ullery

CITY CLERK

Claire F. Funkhouser

CITY ATTORNEY

Paul T. Glasgow

John P. Hancock
804 Grandin Avenue
Rockville, Maryland 20850

Subject: Joseph Street Driveway Encroachments

Dear Mr. Hancock:

This is a follow up to my July 24, 2007 correspondence in reference to the driveway encroachment into the unimproved Joseph Street right-of-way. The City of Rockville requests your acceptance of this revised proposal to formalize the private driveway encroachments into the unimproved Joseph Street right-of-way. The proposal consists of a revocable license agreement that permits the use of the right-of-way for a private driveway. Please note that any future reference to the term driveway refers to the private driveway located with the unimproved right-of-way subject to the license agreement.

The revocable license agreement shall incorporate the following provisions:

1. The Mayor and Council and property owner will enter into a revocable license agreement that permits the driveway.
2. The driveway shall be the width of one vehicle, approximately ten feet wide.
3. The driveway may be the length necessary to access your property to a point where there is current access to a garage or shall be a minimum two car lengths long, approximately forty feet in length. The exact boundaries will be established in the field by you and approved by the City.
4. The driveway shall be paved in accordance with the City's Zoning standards for driveways as detailed in Section 25-415. The approved sections are 6" concrete, 6" asphalt, or 2" asphalt on top of 6" compacted gravel. Alternately, the driveway may be paved with 6" deep of compacted gravel or compacted crushed gravel since the driveways existed prior to the adoption of the City's Zoning Ordinance establishing driveway standards.
5. The driveway shall be privately maintained. If the driveway is not maintained according the accepted standard (gravel or pavement), the City shall notify the property owner to repair the deficiencies. If the owner fails to address the deficiencies, the City may correct the deficiencies and charge the costs to the owner's property taxes. The City also may correct any situation associated with the driveway if it is determined to be a public safety hazard which requires immediate attention.
6. The property owner shall indemnify and hold harmless the City against any and all liability arising out of use of the driveway.
7. The property owner shall provide a certificate of insurance verifying the coverage associated with the driveway. The agreement will be considered void if insurance coverage is not present.
8. The license is transferable to future property owners.

RECEIVED
OCT - 8 2007

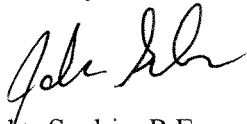
PUBLIC WORKS
CITY OF ROCKVILLE

9. The City may revoke the license at such time the unimproved Joseph Street right-of-way is needed for public improvements in accordance with allowable right-of-way improvements. The City will endeavor to and make all reasonable efforts to provide access to the existing garage on your property as part of the proposed improvements and during construction of the proposed improvements. The City will provide a minimum of one-year's notice of license termination.

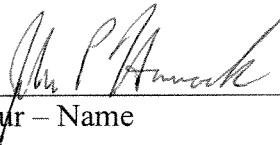
The City requests your concurrence with this proposal by signature at the bottom of the correspondence by October 5, 2007. Staff will recommend that the Mayor and Council authorize the City Manager to execute the revocable license agreements based on the terms of this letter. Once approval is received from the Mayor and Council, staff will prepare the license agreement for your signature and execution. Once there is agreement on the driveway location, the City will have the area surveyed for delineation and incorporation into the license agreement. Staff will file the documents in the Montgomery County Land Records.

If you have any questions about the issue, please contact me at 240-314-8514 or via email at jscabis@rockvillemd.gov.

Sincerely,



John Scabis, P.E.
Civil Engineer II – Environment



Concur – Name

10-7-07
Date

JS/mbw

cc: Paul Glasgow, City Attorney
R. James Wasilak, Chief of Planning
Jeremy Hurlbutt, Planner I
Steve Mader, Superintendent of Parks and Facilities
Craig L. Simoneau, P.E. Director of Public Works
Susan T. Straus, Chief Engineer – Environment
Day File